

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into under RCW 39.34 on this 21st day of November, 1984, between COWLITZ COUNTY ("County"), a political subdivision of the State of Washington, and THE CITY OF KELSO ("City"), a municipality of the State of Washington.

PURPOSE

The parties desire to establish a procedure for making joint purchases so that each party may acquire goods and services upon more favorable terms and conditions. This Interlocal Agreement will provide the framework and authority by which particular joint purchases may hereafter be made.

THE PARTIES AGREE AS FOLLOWS:

1. The County, in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of the City, to the extent permitted by law and agreed upon between the parties. Likewise the City in contracting for the purchase of goods and services for itself, agrees to so contract also on behalf of the County, to the extent permitted by law and agreed upon between the parties.

2. Whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment therefor.

3. Neither party shall be responsible to the other for the performance or nonperformance of contracts by vendors.

4. In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable to its purchase.

5. Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, whether with or without notice to the other party. Provided, that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.

6. This Agreement shall be administered by the County through its Purchasing Agent. This Agreement shall be administered by the City through the City Manager.

7. This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either party by giving 10 days written notice to the other. Provided, that termination shall not affect or impair joint purchases of the parties that are agreed to on or before the date of termination. are agreed to on or before the date of termination.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

CITY OF KELSO

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WALTER CHURCH, JR. COMMISSIONER

Beryl Robison
BERYL ROBISON, COMMISSIONER

APPROVED AS TO FORM:

P. R. Koss
CITY ATTORNEY

ATTEST: Hettie Herron
HETTIE HERRON
CLERK OF THE BOARD

APPROVED AS TO FORM:

David R. Koss
DAVID R. KOSS
CHIEF CIVIL DEPUTY PROSECUTING ATTORNEY